

**In the United States Patent and Trademark Office
on Appeal from the Examiner to the Board
of Patent Appeals and Interferences**

In re Application of: Mark Albert
Serial No.: 10/645,139
Filing Date: August 21, 2003
Confirmation No.: 7140
Group Art Unit: 3628
Examiner: Akiba K. Robinson Boyce
Title: SYSTEM AND METHOD FOR MANAGING ACCESS FOR
AN END USER IN A NETWORK ENVIRONMENT

Mail Stop: Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

Reply Brief

Appellants respectfully submit this Reply Brief under 37 C.F.R. § 41.41(a)(1) in response to the Examiner's Answer mailed September 20, 2007 ("Examiner's Answer"). Appellants maintain that the final rejections of Claims 1-5, 7-13, 15-19, 21-25 and 27 are improper and respond to the Examiner's Answer below.

Argument

In response to the Examiner's arguments in the Examiner's Answer, Appellants present the following.

I. Applicant offers the following rebuttal to the Examiner's arguments outlined in Item #10: *Response to Argument* presented in the Examiner's Answer mailed 9/20/2007.

Initially, it should be noted that Applicant's previous arguments can certainly stand on their own. There is actually no response required, as the Examiner has still failed to articulate how *Keiser* is even relevant to this prosecution. As a courtesy to the Board, Applicant proffers the following additional reasons to make it abundantly clear why *Keiser* cannot inhibit the patentability of the pending claims.

First, the Examiner contends that the "data segment" of Independent Claim 1 is "a very broad term used in the claim." Further, the Examiner states: "Since it [the data segment] is not defined as being a specific type of data segment, the Examiner therefore, makes the most reasonable interpretation of "data segment" as being the particular security that the user request since the security, and additional information about the security is what [is] to be to be accessed by the user." [See Page 10 of the Examiner's Answer.]

This categorization of 'data segment' and Applicant's use thereof is incorrect. Taking the following language directly from Independent Claim 1, the price server receives a query...associated with a pricing parameter relating to a data segment to be accessed by an end user...the price server returns a response...that includes the pricing parameter relating to the data segment such that the end user can verify the pricing parameter before accessing the data segment. Thus, at a minimum, the data segment includes a pricing parameter ***to be verified before accessing the data segment***. Again, verification happens before access.

In contrast, in *Keiser* there is no verification before access of the data segment. Rhetorically: Why is this the case? Because in a financial market environment, which is the context of *Keiser*, an end user does not verify a price of stock (price parameter) before accessing the price of the stock (price parameter). This is completely illogical. So incongruent are the Examiner's arguments here that it is truly difficult to even follow. The

Examiner explains at page 10 of the Examiner's Answer: "In addition, Col. 24, lines 43-46, describes that a query is performed on the price history tracking table to create a temporary price answer table that contains a price for each requested security. In this case, the price is accessed before the security [data segment] since the temporary price answer table comprises the price for a requested security, and not an accessed security."

So using the Examiner's rationale, a temporary price answer table contains a price for each requested security and the price [price parameter] is accessed before the security [data segment]? In Independent Claim 1, it is actually reversed. Access is married to the data segment; access to the data segment (not the pricing parameter) is what is being controlled. Secondly, there is another disconnect in this reasoning. There is no control in accessing a security asset in *Keiser*. This not only applies to *Keiser*, but to any financial network. Essentially, there is no 'privilege' in accessing a given security. No end user pays for the privilege of accessing a share price of Cisco Systems, Inc. (Ticker: CSCO). This is why the Examiner cannot point to relevant portions of *Keiser* for this teaching; it is simply not there.

Furthermore, there is a huge (albeit subtle) distinction that the Examiner has yet to address. The data segment in Independent Claim 1 is not yet seen by the end user when the price server receives the query. Specifically, the pricing parameter relates "to a data segment to be accessed by an end user." It is not currently being accessed by the end user and, further, it will only be accessed if there is a verification of the pricing parameter. Furthermore, according to Independent Claim 1, access to this data segment is done only after a verification and after quota is applied.

As a separate issue, the Examiner discusses the use of quota, which according to Independent Claim 1 reflects a currency for the end user to apply in accessing the data segment. Hence, an end user is prohibited from access unless currency is applied such that he can access the data segment. In regards to this limitation, the Examiner explains, "...when stop limit order information is obtained, that price per share and volume figures for all requested securities that are to be accessed are retrieved." [See Page 10 of the Examiner's Answer.] Applicant is unable to even respond to this statement. The comment is so ill conceived that it is virtually impossible to coherently address.

Concisely stated, the Examiner has used a financial market research tool of *Keiser* to teach operations in a data access network environment. Unfortunately, this reference is

fraught with problems: not the least of which is that there is no access control, there is no verification before access, and there is no quota system that is tied to access.

Moreover, *Keiser* fails to disclose any architecture in which there is a “content services gateway coupled to the billing system element and operable to communicate with the billing system element in order to manage distribution of quota provided to the end user, wherein the quota reflects a currency for the end user to apply in accessing the data segment” as is recited by the pending subject matter. The Examiner has cited cash account balances, which in the architecture of *Keiser* are used to purchase securities in an open market exchange, for the recitation of quota management. There is no recitation in *Keiser* for the cash balances being applied for the privilege of accessing a data segment. Repeatedly, *Keiser* discloses that the balances are only applied to take financial positions in marketable securities. Indeed, *Keiser* is not even tangentially relevant to such quota management operations, nor could it handle such activities. So disparate are the teachings of *Keiser* that there is a good faith argument here that *Keiser* is not even analogous art: much less a viable §102 reference. Because *Keiser* fails to disclose such a quota management protocol, Independent Claim 1 is overwhelmingly patentable over this reference.

Conclusion

Appellants have demonstrated that the present invention, as claimed, is clearly distinguishable over the prior art cited by the Examiner. Therefore, Appellants respectfully request the Board to reverse the final rejections and instruct the Examiner to issue a Notice of Allowance with respect to all pending claims.

Respectfully submitted,

BAKER BOTTS L.L.P.
Attorneys for Appellants

A handwritten signature in black ink that reads "Thomas J. Frame". The signature is written in a cursive, slightly stylized font.

Thomas J. Frame
Reg. No. 47,232
(214) 953-6675

Date: October 31, 2007

Correspondence Address:

Customer Number: **05073**